



*Commonwealth of Virginia*

***VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY***

**BLUE RIDGE REGIONAL OFFICE**

901 Russell Drive, Salem, Virginia 24153

(540) 562-6700 FAX (804) 698-4178

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Matthew J. Strickler  
Secretary of Natural and Historic Resources

David K. Paylor  
Director  
(804) 698-4000

Robert J. Weld  
Regional Director

**STATE AIR POLLUTION CONTROL BOARD  
ENFORCEMENT ACTION - ORDER BY CONSENT  
ISSUED TO  
FLEETWOOD HOMES INCORPORATED  
FOR ITS  
ROCKY MOUNT, VA FACILITY  
Registration No. 30952**

**SECTION A: Purpose**

This is a Consent Order issued under the authority of Va. Code §§ 10.1-1309 and -1316, between the State Air Pollution Control Board and Fleetwood Homes Incorporated, regarding its facility in Rocky Mount, Virginia, for the purpose of resolving certain violations of the Virginia Air Pollution Control Law, applicable regulations and its permit.

**SECTION B: Definitions**

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Board" means the State Air Pollution Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and -1301.
2. "BRRO" means the Blue Ridge Regional Office of DEQ, located in Salem, Virginia.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.

4. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
5. "Facility" means Fleetwood's Rocky Mount, Virginia facility used to construct manufactured housing.
6. "FCE" means a full compliance evaluation by DEQ staff
7. "Fleetwood" means Fleetwood Homes Incorporated, a corporation authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Fleetwood is a "person" within the meaning of Va. Code § 10.1-1300.
8. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1309.
9. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the Virginia Air Pollution Control Law.
10. "Permit" means the New Source Review ("NSR") permit to construct manufactured housing under the Virginia Air Pollution Control Law and the Regulations and issued to Fleetwood on June 1, 2007. The permit equipment includes a 20' wide spray booth and miscellaneous wood working equipment.
11. "Regulations" or "Regulations for the Control and Abatement of Air Pollution" mean 9 VAC 5 chapters 10 through 80.
12. "Va. Code" means the Code of Virginia (1950), as amended.
13. "VAC" means the Virginia Administrative Code.
14. "Virginia Air Pollution Control Law" means Chapter 13 (§ 10.1-1300 *et seq.*) of Title 10.1 of the Va. Code.

#### **SECTION C: Findings of Fact and Conclusions of Law**

1. Fleetwood owns and operates the Facility located at 90 Weaver Street in the Town of Rocky Mount, Franklin County, Virginia. Fleetwood is required to operate the Facility in accordance with the Permit.
2. On July 7, 2020, Department staff conducted a Full Compliance Evaluation ("FCE") of the Facility. The following describes the staff's factual observations and identifies the applicable legal requirements:

- i) Fleetwood was not able to locate or produce dust collector differential pressure logs that included observation of gauge readings prior to June 2020. Fleetwood had logs of the dates of dust collector differential pressure observations, though no gauge observation readings had been recorded prior to June, 2020.
  - ii) Fleetwood was not able to locate or produce differential pressure logs or maintenance logs prior to June, 2020 for the spray booth. During the inspection, it was noted that spraying had taken place outside of the spray booth, within the building.
3. Condition #4 of the Permit requires that to ensure good performance, the device used to continuously measure differential pressure drop across the fabric filter shall be observed by the permittee with a frequency of not less than once per day that the fabric filter operates. The permittee shall keep a log of the observations from the monitoring device.
4. Condition #5 of the Permit requires that all chassis painting shall be conducted inside the spray booth. The spray booth shall be provided with adequate access for inspection and shall be in operation when applying paint.
5. Condition #8 of the Permit requires that to ensure good performance, the device used to continuously measure differential pressure drop across the dry filters shall be observed by the permittee with a frequency of not less than once per day that the spray booth operates. The permittee shall keep a log of the observations from the monitoring device.
6. Condition #18 of the Permit requires that The permittee shall maintain records of emission data and operating parameters as necessary to demonstrate compliance with this permit; c. Operation and control device monitoring records for the air pollution control device as required in Condition Nos. 4 and 8; d. Scheduled and unscheduled maintenance and operator training as required in Condition No. 24. These records shall be available for inspection by the DEQ and shall be current for the most recent five years.
7. Condition #24 of the Permit requires that at all times, including periods of start-up, shutdown, and malfunction, the permittee shall, to the extent practicable, maintain and operate the affected source, including associated air pollution control equipment, in a manner consistent with good air pollution control practices for minimizing emissions; a. Develop a maintenance schedule and maintain records of all scheduled and non-scheduled maintenance; Records of maintenance and training shall be maintained on site for a period of five years and shall be made available to DEQ personnel upon request.
8. On July 30, 2020, the Department issued Notice of Violation ("NOV") ABRRO001573 to Fleetwood for the violations listed in paragraphs, C(3) through C(7), above.
9. Fleetwood responded to the NOV on August 7, 2020 as requested and a conference call was held on August 13, 2020 to discuss the NOV and the corrective actions Fleetwood has implemented to address the areas of non-compliance.

10. On August 31, 2020, Fleetwood submitted follow-up documentation to demonstrate the corrective actions have addressed and resolved the violations listed in paragraphs, C(3) through C(7), above.
11. Based on the July 7, 2020, FCE, the Board concludes that Fleetwood violated Conditions #4, #5, #8, #18 and #24 of the Permit, as described in paragraph the violations listed in paragraphs, C(3) through C(7), above.

#### **SECTION D: Agreement and Order**

Accordingly, by virtue of the authority granted it in Va. Code §§ 10.1-1309 and -1316, the Board orders Fleetwood, and Fleetwood agrees to pay a civil charge of **\$7,350** within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control  
Department of Environmental Quality  
Post Office Box 1104  
Richmond, Virginia 23218

Fleetwood shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Fleetwood shall be liable for attorneys' fees of 30% of the amount outstanding.

#### **SECTION E: Administrative Provisions**

1. The Board may modify, rewrite, or amend this Order with the consent of Fleetwood for good cause shown by Fleetwood, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.

3. For purposes of this Order and subsequent actions with respect to this Order only, Fleetwood admits to the jurisdictional allegations, and agrees not to contest, but neither admits nor denies, the findings of fact and conclusions of law in this Order.
4. Fleetwood consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Fleetwood declares it has received fair and due process under the Administrative Process Act and the Virginia Air Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Fleetwood to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Fleetwood shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Fleetwood shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Fleetwood shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
  - a. the reasons for the delay or noncompliance;
  - b. the projected duration of any such delay or noncompliance;
  - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
  - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Fleetwood.
11. This Order shall continue in effect until:
  - a. The Director or his designee terminates the Order after Fleetwood has completed all of the requirements of the Order;
  - b. Fleetwood petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
  - c. The Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Fleetwood.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Fleetwood from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

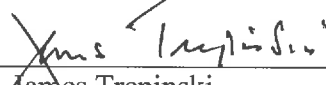
12. Any plans, reports, schedules or specifications attached hereto or submitted by Fleetwood and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Fleetwood certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Fleetwood to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Fleetwood.
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.

15. By its signature below, Fleetwood Homes Incorporated voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 22 day of September, 2021.

  
Robert J. Weld, Regional Director  
Department of Environmental Quality

Fleetwood Homes Incorporated voluntarily agrees to the issuance of this Order.

Date: 9-20-21 By:   
Mr. James Trepinski  
General Manager  
Fleetwood Homes Incorporated

State of Virginia  
City/County of Franklin

The foregoing document was signed and acknowledged before me this 20<sup>th</sup> day of September, 2021, by Mr. James Trepinski who is the General Manager, for Fleetwood Homes Incorporated, on behalf of the corporation.

  
Notary Public

7122999  
Registration No.

My commission expires: 3-31-2025  
Notary seal:

